

K

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

U.S. COURTS

IN RE: LINDA KEPLER

Bankruptcy No. 00-41068
Chapter 7
Honorable

00 OCT -6 PM 1:33

Debtor

RECEIVED
CLERK
IDAHO

REAFFIRMATION AGREEMENT

FOR CLERK'S USE TO PLACE TIME-STAMP HERE

I have filed a Petition for Relief under Chapter 7 of the Bankruptcy Code. At the time I filed my Petition, I owed Sears, Roebuck, and Co. or one or more of its affiliates ("Sears") the sum of \$ 2,015.95 under account number 0980653839327. Sears has a valid security interest in:

WASHER DRYER JVC 32" TV DVD

having an approximate fair market value of \$ 1156.98. I hereby reaffirm and promise to pay to Sears the sum of \$ 1156.98 (the "Reaffirmed Amount") plus a finance charge on this Reaffirmed Amount.

The Reaffirmed Amount shall bear a finance charge (currently at the annual percentage rate 21.00%) and shall be payable in accordance with the monthly installment schedule I had at the time I filed my Bankruptcy Petition. The first monthly installment will not exceed \$ 28.00 (unless I incur new charges on my account before the first billing statement, in which case I understand that my payment will be higher) and shall be due in the first billing cycle following the time my right to cancel (rescind) this Reaffirmation Agreement expires. Any future charges to this account may change both the time needed to fully pay this account and the total amount I will have to pay. The terms set forth in this paragraph are a summary of the terms of the account agreement, as amended between Sears and me. Sears and I agree to be bound by the terms of the account agreement, which is incorporated herein by reference and which shall continue in full force and effect.

It is further agreed and understood that in addition to reaffirming the above obligation to retain the property held as security by Sears, I am also reaffirming this obligation in order to retain my credit privileges. My credit privileges under the account agreement shall be reinstated after my right to cancel (rescind) this Reaffirmation Agreement has expired. My new credit limit, which includes the Reaffirmed Amount, shall be \$ 1157.00.

I UNDERSTAND THAT I MAY CANCEL (RESCIND) THIS REAFFIRMATION AGREEMENT AND NOT BE OBLIGATED TO PAY THE REAFFIRMED AMOUNT BY NOTIFYING SEARS THAT I AM CANCELING (RESCINDING) THIS REAFFIRMATION AGREEMENT WITHIN SIXTY (60) DAYS AFTER THIS REAFFIRMATION AGREEMENT IS FILED WITH THE COURT OR BEFORE MY DISCHARGE IS GRANTED BY THE COURT, WHICHEVER HAPPENS LATER. TO CANCEL (RESCIND), I MAY DO SO IN WRITING BY MAILING A CANCELLATION (RESCISSION) NOTICE DIRECTLY TO: SEARS BANKRUPTCY RECOVERY MANAGEMENT SERVICES, INC. P.O. Box 7901, Des Moines IA 50322-9984.

I FURTHER UNDERSTAND THAT I AM NOT REQUIRED TO ENTER INTO THIS REAFFIRMATION AGREEMENT UNDER TITLE 11, UNITED STATES CODE, OR UNDER ANY OTHER NON-BANKRUPTCY LAWS, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE WITH TITLE 11, UNITED STATES CODE, SPECIFICALLY 11 U.S.C. §524 (C).

I acknowledge receipt of the "IMPORTANT NOTICE" and a copy of the current account agreement.

Sears,

By: Danell Benson 10-3-00
Date

Linda Kepler 9-21-00
Debtor Date

of Sears Bankruptcy Recovery Management Services, Inc.

**DECLARATION OF ATTORNEY REGARDING REAFFIRMATION
AGREEMENT BETWEEN SEARS AND THE DEBTOR**

The undersigned attorney for the Debtor hereby declares under penalty of perjury that (1) this Reaffirmation Agreement represents a fully informed and voluntary agreement by the Debtor; (2) this Reaffirmation Agreement does not impose an undue hardship on the Debtor or any dependent of the Debtor; and (3) I have fully advised the Debtor of the legal effect and consequences of this Reaffirmation Agreement and any default under this Reaffirmation Agreement.

Signature of Debtor's Attorney

Bar#

5499

Date

9/27/00

SEARS UNIT 0002

14

REQUESTOR: K Ford

TIME: 02:08PM

09-80653-83932-7

SEPTEMBER 12, 2000

S E A R S

BOISE, ID, ID 01229

RETAIN FOR COMPARISON WITH MONTHLY
STATEMENT OR FOR RETURN OR EXCHANGE

S A L E S C H E C K #
0 1 2 2 9 0 2 6 4 1 4 3

CUSTOMER: LINDA C. KEPLER

EXPECTED DATE: 05/07/00

SPECIAL INSTRUCTIONS:

CUST TO PICKUP AT BETHEL WHSE

P I C K U P N U M B E R 4 1 4 3

TRAN#	PG/STORE	REG#	ASSOC#
4143	10 01229	026	4580
M E R C H A N D I S E H O L D I N G			
C U S T O M E R P I C K U P			
4026 40042	WASHER, FR OVR	699.99T	
4026 80042	DRYER, ELE OVR	399.99T	
4026 49716	DRYER KIT, MDS	19.99T	
SUBTOTAL		1119.97	
TAX 05.000%		56.00	

SATISFACTION GUARANTEED
OR YOUR MONEY BACK

CARD TYPE: SEARS ACCOUNT

ACCT #: W0980653839327/000/000

DELAYED DATE: 12/31/00

DELAY REASON: PROMOTIONAL

05/07/00 DELAYED TOTAL 1175.97

THANK YOU FOR USING
YOUR SEARS PREMIER CARD

PURCHASED UNDER MY SEARS ACCOUNT AND
SECURITY AGREEMENT, INCORPORATED BY
REFERENCE. I GRANT SEARS A SECURITY
INTEREST IN THIS MERCHANDISE UNTIL
PAID, UNLESS PROHIBITED BY LAW.
\$1175.97

Linda C. Kepler

PURCHASED BY

RECEIVED
OCT 03 2000
SEARS UNIT 0002

TIME: 01:42PM

SEARS
BOISE, ID, ID 01229
RETAIN FOR COMPARISON WITH MONTHLY
STATEMENT OR FOR RETURN OR EXCHANGE

SALES CHECK #
012290575462

CUSTOMER: LINDA C. KEPLER

EXPECTED DATE: 05/07/00

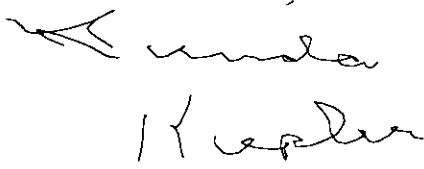
TRAN#	PG/STORE	REG#	ASSOC#
5462	30 01229	057	3012
MERCHANDISE HOLDING			
CUSTOMER PICKUP			
4057	42810	TV 32" JVC MDS	599.99T
4057	40269	STAND, D-T MDS	99.99T
SALE CREDIT 100%			99.99T-
2057	57610	DVD, SD120 MDS	249.99T
SUBTOTAL			849.98
TAX 05.000%			42.50

SATISFACTION GUARANTEED
OR YOUR MONEY BACK

CARD TYPE: SEARS ACCOUNT
ACCT #: W0980653839327/000/000
DELAYED DATE: 12/31/00
DELAY REASON: PROMOTIONAL
05/07/00 DELAYED TOTAL 892.48

THANK YOU FOR USING
YOUR SEARS PREMIER CARD

PURCHASED UNDER MY SEARS ACCOUNT AND
SECURITY AGREEMENT, INCORPORATED BY
REFERENCE. I GRANT SEARS A SECURITY
INTEREST IN THIS MERCHANDISE UNTIL
PAID, UNLESS PROHIBITED BY LAW.
\$892.48



PURCHASED BY

PICKUP NUMBER 5462

RECEIVED
OCT 03 2000
SEARS UNIT 0002